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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
SANTA ANA

JOSEPH A. MANDOUR, III (SBN 188896)
 BEN T. LILA (SBN 246808)
 MANDOUR & ASSOCIATES, APC
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Attorneys for plaintiff,
 NRG GROUP LLC

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

NRG GROUP LLC, a California limited
 liability company,

Plaintiff,

v.

SYNERGY BOTANICALS CO, LLC, a
 Wyoming limited liability company; and 6
 DEGREES MARKETING GROUP, LLC,
 a Georgia limited liability company,

Defendants.

Civil Case No. **SACV 11-00852 JST (MLGx)**

**COMPLAINT FOR FALSE
 DESIGNATION OF ORIGIN,
 COPYRIGHT INFRINGEMENT,
 UNFAIR COMPETITION, BREACH OF
 CONTRACT AND OTHER RELIEF**

DEMAND FOR JURY TRIAL

Plaintiff NRG GROUP LLC (hereinafter "plaintiff" or "NRG GROUP"), by and through
 its counsel, alleges against defendants SYNERGY BOTANICALS CO, LLC ("SYNERGY")
 and 6 DEGREES MARKETING GROUP, LLC (hereinafter "6 DEGREES") as follows:

NATURE OF THE ACTION

1. This is an action for false designation of origin and passing off pursuant to 35
 U.S.C. §1125 and state law, copyright infringement pursuant to 17 U.S.C. § 501, *et seq.* and
 breach of contract and unfair competition under state law and common law.

COMPLAINT FOR FALSE DESIGNATION OF ORIGIN, COPYRIGHT INFRINGEMENT, ETC.
 DEMAND FOR JURY TRIAL

1 **THE PARTIES**

2 2. NRG GROUP is a California limited liability company with a principal place of
3 business in San Clemente, California.

4 3. On information and belief, defendant SYNERGY is or purports to be a Wyoming
5 limited liability company having a principle place of business in Atlanta, GA.

6 4. On information and belief, defendant 6 DEGREES is or purports to be a
7 Georgian limited liability company having a principle place of business in Atlanta, GA.

8
9 **JURISDICTION AND VENUE**

10 5. This Court has subject matter jurisdiction over this lawsuit under 28 U.S.C. §
11 1338 because the action arises under the trademark and copyright laws of the United States, and
12 pendant jurisdiction of any and all state causes of action under 28 U.S.C. § 1367.

13 6. This Court has personal jurisdiction over defendants because defendants have
14 transacted business in the Central District of California. Further, on information and belief, the
15 defendants systematically and continuously direct business activities toward and into the
16 Central District of California by purchasing goods from NRG GROUP.

17 7. Venue is proper and reasonable in this district under 28 U.S.C. § 1391(b)(2)
18 because a substantial part of the events or omissions giving rise to this claim for false
19 designation of origin, copyright infringement and unfair competition occurred in this district
20 and defendants have significant contacts with the district.

21 **FACTS**

22 8. NRG GROUP is the owner of the trademarks, NRG and NRG NATURAL
23 ENERGY POWDER (+design), for dietary supplements and powders for sports or energy
24 drinks as shown in Exhibit A attached hereto. NRG GROUP and its predecessors-in-interest
25 have used the marks in commerce since at least as early as January 4, 2011.

26 9. Taylor Loeffler, now a member of NRG Group, was first contacted by members
27 of 6 DEGREES around the end of February 2011. Mr. Loeffler had previously worked with
28 Alec Nicholas a/k/a Alec Nicholas Tundidor a/k/a John Musachia, on information and belief, an

1 owner or employee of 6 DEGREES. Defendant 6 DEGREES indicated that it was interested in
2 NRG GROUP's powder and wanted to purchase the product for re-distribution. 6 DEGREES
3 purchased, paid for and received 5,000 units of NRG GROUP's product on March 3, 2011. A
4 specimen of the packaging for this order is attached hereto as Exhibit B.

5 10. On March 4, 2011, the principles of 6 DEGREES flew to California and met
6 with the principles of NRG GROUP at the Balboa Bay Club in Newport Beach, California. At
7 that meeting, the principles of 6 DEGREES admitted that they had been working on an identical
8 product but were six weeks behind NRG GROUP. The parties discussed forming a joint
9 venture or other entity but no agreement was reached at that meeting.

10 11. Unbeknownst to NRG GROUP's principles (Taylor Loeffler, Mike Browne and
11 Matt Cuthbertson), the principles of 6 DEGREES formed a new entity named SYNERGY
12 BOTANICALS CO., LLC, a Wyoming limited liability company on March 4, 2011. Moreover,
13 6 DEGREES fraudulently named Messrs. Loeffler, Browne and Cuthbertson as members of
14 SYNERGY. 6 DEGREES then presented the formation documents to Messrs. Loeffler, Browne
15 and Cuthbertson on March 27, 2011. However, 6 DEGREES did not provide an operating
16 agreement for SYNERGY and none was subsequently created.

17 12. 6 DEGREES then purchased and paid for 9,600 more units of NRG GROUP's
18 product on March 8, 2011.

19 13. On April 1, 2011, NRG GROUP declined to form a new entity with 6
20 DEGREES. Instead, NRG GROUP wanted to continue to sell product to 6 DEGREES for
21 resale. On April 8, 2011, John Wilhoite of 6 DEGREES acknowledged that defendants have no
22 ownership of the NRG brand product or its marks as shown in Exhibit H attached hereto.

23 14. However, on or about April 12, 2011, 6 DEGREES fraudulently filed U.S.
24 Trademark Appl. No. 85/292,535 for NRG POWDER. On or about April 20, 2011, NRG
25 GROUP learned of the trademark application and demanded that 6 DEGREES abandon the
26 application or transfer it to NRG GROUP. 6 DEGREES orally agreed to abandon the
27 application but has refused to act.

28 15. On April 25, 2011, 6 DEGREES ordered 2,000 more units of product from NRG

1 GROUP. NRG GROUP shipped the product to 6 DEGREES but has not been paid by 6
2 DEGREES. Copies of the invoice and order are attached hereto as Exhibit C.

3 16. On April 27, 2011, 6 DEGREES ordered and paid for 5,000 more units of
4 product from NRG GROUP. A specimen of the packaging used for this product is attached
5 hereto as Exhibit D.

6 17. On April 29, 2001, 6 DEGREES contacted Taylor Loeffler and attempted to get
7 him to leave NRG GROUP and join SYNERGY. 6 DEGREES falsely stated that it was the
8 owner of the product and they would “ruin” NRG GROUP.

9 18. On May 6, 2011, 6 DEGREES sent Taylor Loeffler a proposed agreement to
10 have him assign intellectual property rights to 6 DEGREES. A copy of that agreement is
11 attached hereto as Exhibit E. Mr. Loeffler refused to sign this proposed agreement.

12 19. 6 DEGREES and SYNERGY attended the CHAMPS trade show in Atlantic
13 City, New Jersey. At the show, 6 DEGREES and SYNERGY falsely represented to the public
14 that they were the owners and manufacturers of NRG brand powder. On information and belief,
15 defendants created packaging and advertising materials identical to NRG GROUP’s packaging
16 and materials. However, defendants falsely represented that SYNERGY was the manufacturer
17 of the product as shown in Exhibit F attached hereto.

18 20. NRG GROUP, via its counsel, attempted to contact defendants to demand that
19 they cease and desist their infringing activities as shown attached hereto in Exhibit G. Instead,
20 the letters were refused by defendants and returned to sender.

21 **CLAIMS FOR RELIEF**

22 **First Claim for Relief**

23 **(Copyright Infringement)**

24 21. Plaintiff repeats and incorporates by reference the statements and allegations in
25 paragraphs 1 to 20 of the Complaint as though fully set forth herein.

26 22. At all times relevant hereto, plaintiff has been the owner of all copyright rights or
27 rights to assert copyright claims for the NRG packaging and all derivative works. Plaintiff
28 further holds copyright registration certificates from the United States Copyright Office for the

1 packaging.

2 23. Without authorization, 6 DEGREES and SYNERGY used, copied, reproduced,
3 and republished the copyrighted packaging. Defendants' copying, reproduction, and
4 republication were commercial in character and purpose. Defendants either completely or
5 substantially used plaintiff's copyrighted packaging.

6 24. Plaintiff did not authorize defendants' copying, displaying, or republishing of the
7 works. Defendants infringed the copyrights of Plaintiff's creative works by reproducing,
8 republishing, publicly displaying, and creating derivatives of the works.

9 25. As a result of defendants' infringement, plaintiff has suffered, and will continue
10 to suffer, substantial losses, including but not limited to damage to his business reputation and
11 goodwill.

12 26. Defendants knew the infringed works belonged to plaintiff and that they did not
13 have authorization to exploit plaintiff's works. Defendants' infringements were therefore
14 willful.

15 27. On information and belief, defendants induced, caused and materially
16 contributed to the infringing acts of others by encouraging, inducing, allowing, and assisting
17 others to reproduce and republish plaintiff's works. Further, on information and belief,
18 defendants had knowledge of the infringing acts of others relating to plaintiff's copyrighted
19 works.

20 28. On information and belief, defendants have the right and ability to control the
21 infringing acts of the individuals and entities that directly infringed plaintiff's works. Further,
22 on information and belief, defendants obtained a direct financial benefit from the infringing
23 activities of the individuals or entities that directly infringed plaintiff's works.

24 29. Defendants' actions, as set forth above, constitute copyright infringement in
25 violation of the Copyright Act, 17 U.S.C. § 501, *et seq.*, all to the damage of plaintiff as
26 previously alleged.

27 **Second Claim for Relief**

28 **(False Designation of Origin – 15 U.S.C. §1125)**

30. Plaintiff repeats and incorporates by reference the statements and allegations in paragraphs 1 to 29 of the Complaint as though fully set forth herein.

31. On information and belief, defendants willfully and intentionally adopted marks confusingly similar to plaintiff's NRG marks to steal plaintiff's goodwill.

32. By reason of the foregoing and upon information and belief, defendants have violated Section 43 of the Lanham Act (15 U.S.C. § 1125(a)) by using, in connection with their goods and advertisements, false designations of origin which are likely to cause confusion or cause mistake or to deceive as to the affiliation, connection, or association of NRG GROUP with defendants and as to the origin, sponsorship, or approval of defendants' goods and commercial activities.

33. By reason of the foregoing unlawful acts recited in paragraphs 1-29, NRG GROUP has been irreparably harmed and will continue to suffer damage until an appropriate injunction and damage award, including increased treble damages and attorneys' fees, are imposed by this Court against defendants.

Third Claim for Relief

(State Law Unfair Competition)

34. Defendants' acts, as set forth above in paragraphs 1-33 inclusive, constitute unfair competition as defined in California Business and Professions Code § 17200, et seq., all to the damage of plaintiff as previously alleged.

Fourth Claim for Relief

(Common Law Unfair Competition)

35. Plaintiff repeats and incorporates by reference the statements and allegations in paragraphs 1 to 34 of the Complaint as though fully set forth herein.

36. Defendants' acts, as set forth above, constitute unfair competition as defined under California common law, all to the damage of plaintiff as previously alleged.

Fifth Claim for Relief

(Breach of Contract)

37. Plaintiff repeats and incorporates by reference the statements and allegations in

1 paragraphs 1 to 36 of the Complaint as though fully set forth herein.

2 38. Defendants' failure to pay for the 2,000 units ordered on April 25, 2011 from
3 NRG GROUP and shipped to 6 DEGREES constitutes a breach of contract.

4 39. As a direct result of defendants' breach, NRG GROUP has been damaged in an
5 amount in excess of \$7,000, plus prejudgment interest allowed by law, costs, disbursements and
6 attorneys' fees.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff asks that this Court grant judgment against defendants for the
9 following:

10 A. Defendants, their officers, agents, servants, employees, and attorneys, and all
11 persons in active concert or participation with any of them, be temporarily restrained,
12 and preliminarily and permanently enjoined from:

13 i. infringing plaintiff's copyrighted works;

14 ii. infringing plaintiff's trademarks;

15 iii. competing unfairly with plaintiff in any manner, including infringing any of
16 plaintiff's copyright rights; and

17 iv. conspiring, encouraging, inducing, allowing, abetting, or assisting others in
18 performing any of the activities referred to in subparagraphs (i) - (iii) above.

19 B. Defendants, its officers, agents, servants, employees, and attorneys, and all
20 persons in active concert or participation with any of them, deliver for destruction, or
21 show proof of destruction of, any and all products, labels, signs, prints, packages,
22 wrappers, receptacles, and advertisements, and any other materials in their possession or
23 control that depict or reference any of plaintiff's copyrighted materials, bearing
24 plaintiff's trademark, or any other confusingly or substantially similar trademark, and
25 any materials or articles used for making or reproducing the same.

26 C. Defendants file with the Court and serve on plaintiff, within 30 days after the
27 entry and service on defendants of an injunction, a report in writing and attested to under
28 penalty of perjury setting forth in detail the manner and form in which defendants have

1 complied with the provisions of subparagraphs (A) and (B) above.

2 D. NRG GROUP recovers all damages it has sustained as a result of defendants'
3 copyright infringement and unfair competition.

4 E. Plaintiff be awarded defendants' profits, corrective advertising damages and
5 enhanced damages.

6 F. An accounting be directed to determine defendants' profits resulting from their
7 infringement and unfair competition and that the profits be paid over to plaintiff,
8 increased as the Court determines is appropriate to the circumstances of this case.

9 G. Plaintiff be awarded statutory damages.

10 H. Plaintiff be awarded its reasonable attorneys' fees for prosecuting this action.

11 I. Plaintiffs recover its costs of this action and pre-judgment and post-judgment
12 interest, to the full extent allowed by law.

13 J. Plaintiff be awarded punitive damages pursuant to, *inter alia*, California common
14 law, Business and Professions Code § 14250, and any other relevant statute.

15 K. Plaintiff receives all other relief the Court deems appropriate.
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by the jury on its claims herein and all issues and claims so triable in this action.

Respectfully submitted,

Dated: June 7, 2011

MANDOUR & ASSOCIATES, APC


Ben T. Lila (SBN 246808)

blila@mandourlaw.com

Attorneys for plaintiff,

NRG GROUP LLC

EXHIBIT A



EXHIBIT B



EXHIBIT C

Nature's Reef LLC

Nature's Reef LLC
2549B EASTBLUFF DR #195
NEWPORT BEACH, CA 92660

(949)214-9788

Invoice

DATE	INVOICE #
04/25/2011	1031
TERMS	DUE DATE
Net 15	05/10/2011

BILL TO

Purity Brokers
2175 Piedmont Rd B10
Atlanta, Ga 30324

AMOUNT DUE	ENCLOSED
\$7,000.00	

Please detach top portion and return with your payment.

Activity	Quantity	Rate	Amount
• NRG powder	2000	3.50	7,000.00
• NRG powder; SAMPLES	10	0.00	0.00

TOTAL	\$7,000.00
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If you have questions regarding this invoice please email admin@naturesreef.net.

EXHIBIT D



EXHIBIT E

SYNERGY BOTANICALS CO, LLC
1620 Central Avenue – Suite 202
Cheyenne, Wyoming 82001

Letter of Agreement

May 03, 2011

Taylor Loeffler
1940 Maple Ave #108
Costa Mesa, California 92627

Dear Taylor Loeffler:

This letter sets forth the agreement that we have reached on May 03, 2011 after our telephone conference. Prior negotiations took place on several occasions and this Letter of Agreement constitutes the full agreement between the parties regarding the matters set forth herein.

That for and in consideration of the sum of Ten Dollars (\$10.00), the premises set forth herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties ~~hereto do hereby agree~~ as follows:

I. Agreement.

The Synergy Botanicals Co, LLC (hereinafter "Company") and Taylor Loeffler (hereinafter Contributor) do hereby agree that Contributor will continue to work with the Company to enhance the Company product lines, including the product known as NRG, through research and development of existing, new, and not yet produced products. Contributor agrees to enhance products while remaining within the scope of legality and all regulation. During such activities Contributor agrees that products and ideas that result from those efforts will remain the property, both physical and intellectual, of the Company. Contributor is eligible for a salary and commission/royalties of no less than 10% net profit, \$1/unit NRG Powder or other figure to be mutually agreed upon by both parties for products on which Contributor assisted based upon COGS, market conditions, sales price, and value.

2. Term of Agreement.

This Agreement will become effective from January 01, 2011, and will remain in effect until January 01, 2016. This Agreement will terminate on the expiration of the term specified above, except as for termination of the Agreement as contemplated in Section 8 hereof.

3. Force Majeure

We shall not be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Letter of Agreement in the customary manner to the extent that such failure or delay shall be caused by any reason beyond our control, including an act of God; fire, explosions, hostilities or war, striking or work stoppage involving our employees or governmental restrictions, provided that who ever declares force majeure shall give notice to the other promptly and in writing of the commencement of the condition, the nature, and the termination of the force majeure condition. If performance under this Agreement has been interrupted by such circumstances, the parties hereto shall use every reasonable means to resume full performance of this Letter of Agreement as promptly as possible

4. Notice

Any notices to be given under this Agreement by either party shall be made by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested to the current address of the party receiving notification.

5. No Other Agreement

This Letter of Agreement contains the entire agreement between us. No part of this Letter of Agreement may be amended except in writing, executed by both of parties hereto. In addition, Contributor agrees that no other agreements, whether expressed or implied have been entered that will challenge this Agreement, the validity of the Agreement, the claims made by the Company, or the agreement made herein by Contributor.

6. Governing Law

This Letter of Agreement shall be interpreted in accordance with the laws of the State of Wyoming. Whenever possible, each provision of this Letter of Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or any of the remaining provisions of this Letter of Agreement.

7. Attorney's Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Letter of Agreement, whoever prevails will be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

8. Termination

Either party shall have the right to terminate this Agreement upon written notification to the other party upon the occurrence of either of the following events:

(a) A violation of any of the terms of this Agreement by Company or Contributor.

(b) The death or incapacity of either party during the term of this Agreement or the parties inability to perform as required pursuant to this Agreement.

Upon the termination of this Agreement, the Contributor shall return all company property to the Company and the Company shall pay the Contributor all monies due Contributor under this Agreement up to the date of such termination. Further, upon such termination, neither party shall have any right or obligation under this Agreement; provided, however, that the obligation of the Contributor set forth in Section 9 and Section 10 of this Agreement shall survive the termination of this Agreement and shall remain in force and effect.

9. Confidentiality of Company Products and Property.

During the term of this Agreement, Contributor may have access to Company proprietary and confidential matter and trade secrets regarding company products, property and company processes, including marketing strategies (hereinafter "Confidential Information"). Contributor acknowledges the economic value of the Company's Confidential Information. Contributor shall not reveal the Confidential Information of the Company to any person or entity, except Company's employees, agents and consultants, authorized for release of Confidential Information in writing by the Company. Any and all Confidential Information which may from time to time be in possession of Contributor shall be returned immediately to the Company upon the request of the Company.

10. Non-Compete

For a period of two (2) years following the termination of this Agreement, Contributor agrees not to directly or indirectly, solicit or call upon with the intent of doing business with the customers/clients of Company. For a period of two (2) years following the termination of this Agreement for any reason, Contributor agrees not to, directly or indirectly, compete with Company, as an officer, director, member, shareholder, owner, partner, contractor or independent contractor by working for or engaging in a competitive business in a capacity identical to or similar to the capacity that Contributor worked at Company. It is understood and agreed by the parties hereto that the terms and provisions of Section 9 and Section 10 of this Agreement are only intended to prevent Contributor from unfairly taking advantage of the Company, but not preclude Contributor's opportunity to engage in his occupation in any unrelated and non-competitive field of endeavor, or engage in directly competitive endeavors so long as they meet the requirements of this Agreement. Contributor that Contributor's experience and abilities are such that the existence or enforcement of these provisions will not prevent Contributor from earning an adequate livelihood and/or will not cause an undue

burden to Contributor. Contributor acknowledges the reasonableness of these provisions and Contributor agrees to strictly abide by the terms these provisions.

In Witness Whereof, the duly authorized representatives of the Company and the Contributor have affixed their hands and seals of the date hereinabove first written..

COMPANY

By: _____
Synergy Botanicals Co, LLC
Title: Managing Member

CONTRIBUTOR

By _____
Name: Taylor Loeffler

EXHIBIT F



Synergy Botanicals Co

• • •

Dear NRG Powder Customers,

Thank you so much for your purchase...and congratulations! You are now carrying our newest, most effective, and extremely exciting energy supplement product that is already gaining amazing popularity worldwide. Our all-natural NRG powder energy supplement combines cutting edge bio-science technology with 100% premium natural ingredients to give your customers the extra boost they need during their increasingly demanding schedules. All they have to do is add a serving of NRG to their favorite flavored sports drink or juice...and they'll make it through the day with vim, vigor, and vitality!

While we obviously can't give away the secret formula, we can say that after months and months of research and development, our scientists discovered the perfect ratios of the world's most effective natural energy ingredients that, when combined carefully in highly controlled environments, create an wonderfully powerful energizing blend. Because our blend is so effective, please help us communicate and reinforce to your customers the importance of following the recommended serving sizes (50mg or 10 servings per container). In addition, we ask that you use discretion during sales as this product is strictly intended for healthy adults 18 years of age or older who are capable of handling it's naturally raw power!

Thank you again for making your purchase with us and we look forward to watching your success and revenues grow by carrying our NRG powder energy supplement!

Warmest Regards,

Synergy Botanicals Co

Customer Warning: Product intended for healthy adults 18 years of age or older. Pregnant or nursing women should not use this product. Consult with your health care provider before using this product, especially if you are taking any prescription, over the counter medication, dietary supplement product or if you have pre-existing medical condition including but not limited to: high or low blood pressure, cardiac arrhythmia, stroke, heart, liver kidney or thyroid disease, seizure disorder, psychiatric disease, diabetes, difficulty urinating due to prostate enlargement or if you are taking a MAO-B inhibitor or any other medication, including but not limited to MAOIs, SSRIs or any other compounds with serotonergic activity. This product should not be taken by individuals who are wishing to eliminate caffeine and similar ingredients from their diet. Discontinue use 2 week prior to surgery. Do not use in combination with caffeine or any stimulants from other sources whatsoever, including but not limited to, coffee, tea, soda, and other dietary supplements or medications. Do not combine with alcohol. Discontinue use and immediately consult your health care professional if you experience any adverse reaction to this product. Do not exceed recommended serving. Do not use if safety seal is broken, missing, or tampered with. **KEEP OUT OF REACH OF CHILDREN.**

EXHIBIT G

LAW OFFICES OF
MANDOUR & ASSOCIATES
INTELLECTUAL PROPERTY LAW

JOSEPH A. MANDOUR
jmandour@mandourlaw.com

2030 MAIN STREET, SUITE 1300
IRVINE, CALIFORNIA 92614
TEL: (949) 474-9330
FAX: (949) 474-9390
[WWW.MANDOURLAW.COM](http://www.mandourlaw.com)

May 16, 2011

VIA OVERNIGHT FEDEX

John Wilhote
Managing Member
6 Degrees Marketing Group, LLC
2397 Heritage Park Circle NW
Kennesaw, GA 30144-4836

Communication Subject to California Evidence Code Section 1152, Federal Rule of Evidence 408, and Related Laws

Re: **Unauthorized use of NRG Group Intellectual property**
Our File No.: NRG Group/8294.01-003

Dear Mr. Wilhote:

This law firm represents NRG Group, LLC ("NRG Group"), owner of all trademarks, copyrights and related intellectual property for the NRG Natural Energy Powder product. Our client and its predecessor in interest have been using the NRG and related trademarks since at least as early as January 2011 in connection with various goods including without limitation a dietary supplement product.

As you know, NRG Group declined to enter into an agreement with you to jointly sell and market our client's NRG product. It has come to our attention that following our client's rejection of your proposal, you have sought to misappropriate our client's intellectual property rights by deceiving consumers into believing that the NRG product originates from your company. Further, we have observed that you intend to market a counterfeit NRG product at the C.H.A.M.P.S. Tradeshow on May 17, 2011 in Atlantic City, New Jersey as well as online at the website NRGPowder.com.

We have further observed that you have filed an intent-to-use trademark application for NRG POWDER for "natural herbal supplements." Your use of NRG and NRG POWDER is likely to cause

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John Wilhote
6 Degrees Marketing Group, LLC
May 16, 2011
Page 2

consumer confusion with our client's trademark. This indisputably violates trademark and other unfair competition laws including, but not limited to, the Lanham Act (15 U.S.C. §1051, *et. seq.*). Your use of NRG and NRG POWDER is likely to create initial interest confusion and otherwise deceive the public into believing that your products or services are licensed by, sponsored by, or otherwise affiliated with NRG Group, which is not the case. Further, your use of the NRG and NRG POWDER trademarks on products not from NRG Group at a minimum exposes you to liability to our client for passing off, counterfeiting, cybersquatting and unfair competition. Your attempt to deceive consumers at tradeshow and contact NRG Group's supplier constitutes tortious interference, trade libel and false / deceptive advertising.

Your unauthorized use of our client's designs also constitutes willful infringement under the Copyright Act (17 U.S.C. § 101, *et. seq.*), which entitles our client to injunctive relief, damages, profits, statutory damage up to \$150,000 per infringement and recovery of all attorneys' fees expended in prosecuting the matter. Please note that 17 U.S.C. § 504 of the Copyright Act entitles a copyright owner to recover the actual damages suffered as a result of the infringement in addition to all profits of the infringers.

By **May 20, 2011**, we demand that you: (1) cease and desist from any further use of the infringing designs including product packaging and displays; (2) recall from all distributors and retailers all products containing the infringing designs; (3) produce an accounting of all products that you have manufactured or sold which utilize the copyrighted designs which accounting includes: (i) a product description; (ii) the dates of manufacture and sale; (iii) the amount manufactured and sold; (iv) the names and addresses of all manufacturers and distributors/retailers that items were purchased from and sold to; and (v) the purchase and sale price of each product; and (4) provide written assurance by an officer of your company that all information provided is complete and fully accurate. Our client intends to demand a full disgorgement of profits from the infringements and we are prepared to aggressively defend our client's rights should all parties not fully cooperate.

Our client has a legal duty to police any confusingly similar uses of its trademarks. Therefore, NOTICE IS HEREBY GIVEN that NRG Group demands that you immediately cease and desist from any further use of the NRG and NRG POWDER trademarks, cease any further use of the MORE WINGS LESS BULL trademark and abandon U.S. Trademark Serial No. 85/292,535. NRG Group regards all use of its trademarks as willful infringement.

Please take notice that you have a duty to preserve materials related to this matter as potential evidence in the event of litigation.

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John Wilhote
6 Degrees Marketing Group, LLC
May 16, 2011
Page 3

The demands asserted in this letter are with full reservation of all rights and remedies our client may possess including, but not limited to, past and continuing profits, actual damages, treble damages, attorneys' fees, claims of dilution, and the right to injunction.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'B. Lila', with a long horizontal flourish extending to the right.

Ben T. Lila, Esq.
Mandour & Associates, APC

BTL/khb
cc: NRG Group, via U.S. mail

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EXHIBIT H

Date: Fri, April 08, 2011 10:58 am
To: "Taylor Cali" <taylor@naturesreef.net>, "John Musachia"
<puritybrokers@gmail.com>

Taylor, thank you for the quick reply! We definitely want to talk. Can you give us a call just for a few minutes today at your convenience please? We need some info today for sure.

We have made a \$50k investment to secure the energy slot in a national campaign and are about to invest more in product placement.

We also have several 'pre-orders' with distributors and we would like to make things happen ASAP, but we would also like to have everybody committed as a team before we just blindly moved things forward with material of which we don't currently officially have any ownership. I know you said we can say we do, but we haven't formalized anything and we are spending a LOT of \$ to not have a firm commitment. You understand, right?

Hoping this finds you well...

Kindest Regards,

John

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Josephine Tucker and the assigned discovery Magistrate Judge is Marc Goldman.

The case number on all documents filed with the Court should read as follows:

SACV11- 852 JST (MLGx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

===== :
NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☐ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☒ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Joseph A. Mandour (SBN 188896)
 Ben T. Lila (SBN 246808)
 Mandour & Associates, APC
 16870 W. Bernardo Drive, Suite 400
 San Diego, California, 92127
 (858) 487-9300

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

NRG GROUP LLC, a California
 Limited Liability Company

PLAINTIFF(S)

v.

SYNERGY BOTANICALS CO, LLC
 a Wyoming Limited Liability Company; 6 DEGREES
 MARKETING GROUP, LLC a Georgia Limited Liability
 Company

DEFENDANT(S).

CASE NUMBER

SACV 11-00852 JST (MLGx)

SUMMONS

TO: DEFENDANT(S): _____

A lawsuit has been filed against you.

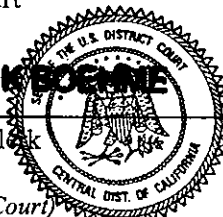
Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Joseph A. Mandour, whose address is Mandour & Associates, APC, 16870 W. Bernardo Dr., Ste. 400 San Diego, CA, 92127. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: JUN - 8 2011

By: NANCY K. BOENNE
 Deputy Clerk

(Seal of the Court)



1191

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) NRG GROUP LLC	DEFENDANTS SYNERGY BOTANICALS CO, LLC; 6 DEGREES MARKETING GROUP, LLC
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Mandour & Associates, APC, 16870 W. Bernardo Drive, Suite 400, San Diego, California 92127, (858) 487-9300	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:40%; border: none;">Citizen of This State</td> <td style="width:10%; border: none; text-align: center;">PTF</td> <td style="width:10%; border: none; text-align: center;">DEF</td> <td style="width:40%; border: none;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%; border: none; text-align: center;">PTF</td> <td style="width:10%; border: none; text-align: center;">DEF</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 1</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 1</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 1</td> <td style="border: none;"><input type="checkbox"/> 4</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 4</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 2</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 2</td> <td style="border: none;">Incorporated and Principal Place of Business in Another State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 5</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 2</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 2</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 2</td> <td style="border: none;"><input type="checkbox"/> 5</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 5</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 3</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 3</td> <td style="border: none;">Foreign Nation</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 6</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 6</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 3</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 3</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 3</td> <td style="border: none;"><input type="checkbox"/> 6</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 6</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF	DEF	Incorporated or Principal Place of Business in this State	PTF	DEF	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 4	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 5	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6	<input type="checkbox"/> 6	<input type="checkbox"/> 6																																

IV. ORIGIN (Place an X in one box only.)
☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)
CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT: \$** _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 17 U.S.C. § 501, et seq. Copyright Infringement and other related claims

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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FOR OFFICE USE ONLY: Case Number: **SACV 11-00852 JST (MLGx)**

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or

☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or

☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or

☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange County: NRG Group LLC	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Wyoming: Synergy Botanicals Co, LLC Georgia: 6 Degrees Marketing Group, LLC

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange County (all claims)	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____ Date June 7, 2011

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))